

Dated: July 20, 2011



Redfield T. Baum, Bankruptcy Judge

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 Attorney for Plaintiffs Terry Waltz and Candace Waltz

IN THE UNITED STATES BANKRUPTCY COURT
 FOR THE DISTRICT OF ARIZONA

In Re:

ARMANDO MAZA and DONDRA MAZA,
 Debtors.

Proceedings Under Chapter 7

Case No. 2:10-bk-02865-RTB

Adv. No. 2:10-ap-00829-RTB

TERRY WALTZ and CANDACE WALTZ,
 Plaintiffs,

**STIPULATED JUDGMENT OF NON-
 DISCHARGEABILITY**

v.

ARMANDO MAZA and DONDRA MAZA,
 Defendants.

Pursuant to the stipulation of the parties and a settlement agreement between plaintiffs Terry and Candace Waltz ("Plaintiffs") and defendants Armando Maza and Dondra Maza, judgment is hereby entered in favor of Plaintiffs and against Armando Maza as follows:

- A. The amounts due and owing by Armando Maza under the Sentencing Order attached hereto as Exhibit "A" are hereby declared to be non-dischargeable under 11 U.S.C. § 523(a)(7); and
- B. Armando Maza is liable to the Plaintiffs in the amount of \$17,000, less any payments received by the Plaintiffs pursuant to the Sentencing Order, which obligation is non-dischargeable under 11 U.S.C. § 523(a)(2)(A).

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Snell & Wilmer


LAW OFFICES
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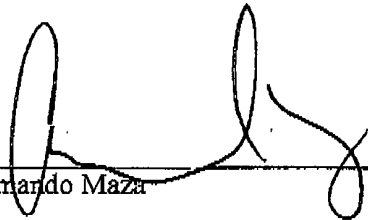
1 IT IS FURTHER ORDERED that all of Plaintiffs' claims against Defendant Dondra
2 Maza are hereby DISMISSED.

3 DATED AND SIGNED ABOVE

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5
6 APPROVED AS TO FORM AND CONTENT:

7
8 SNELL & WILMER L.L.P.

9
10 By  with permission
11 Andrew A. Harnisch
12 One Arizona Center
13 400 E. Van Buren
14 Phoenix, AZ 85004-2202
15 Attorneys for Plaintiffs Candace and Terry
16 Waltz

By 
Armando Maza

SETTLEMENT AGREEMENT

I. PARTIES

This Settlement Agreement (the "Agreement") is executed by and between Terry Waltz and Candace Waltz, (the "Waltzes") on one side, and Armando Maza ("Maza") on the other side. The Waltzes and Maza are sometimes referred to collectively as the "Parties."

II. RECITALS

A. On September 17, 2008, the Justice Court for Pinal County, Arizona entered a Sentencing Order against Mr. Maza ordering him to pay a fine in the amount of \$2,000 and restitution to the Waltzes in the amount of \$17,000. A true and correct copy of the Sentencing Order is attached hereto as Exhibit "A" and incorporated herein.

B. Maza and his wife, Dondra Maza filed a voluntary petition under Chapter 7 of the Bankruptcy Code on February 4, 2010.

C. On May 10, 2010, the Waltzes filed a non-dischargeability action against Mr. and Mrs. Maza under 11 U.S.C. § 523, at Case No. 2:10-ap-0829-RTB (the "Adversary Proceeding"), alleging that the obligation represented by the Sentencing Order is a non-dischargeable obligation pursuant to 11 U.S.C. § 523(a)(7), and that Mr. and Mrs. Maza owe a debt directly to the Waltzes that is non-dischargeable pursuant to 11 U.S.C. § 523(a)(2)(A).

D. The Parties now desire to forgo further litigation in the Adversary Proceeding and to reach a full and final resolution of all claims between the Parties.

III. COVENANTS

NOW THEREFORE, based upon the foregoing and following representations, and the covenants set forth in this Agreement, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

A. **Incorporation of Recitals.** The above and foregoing recitals are incorporated herein and made a part of this Agreement. The Parties represent that the foregoing recitals are true and correct.

B. **Non-Dischargeability of Debt.** Maza affirms that the Sentencing Order represents a non-dischargeable obligation pursuant to 11 U.S.C. § 523(a)(7). Furthermore, Maza affirms that he is indebted to the Waltzes in the amount of \$17,000, less payments received under the Sentencing Order, and that such debt is non-dischargeable pursuant to 11 U.S.C. § 523(a)(2)(A).

C. **Terms of Performance.** Maza shall make all payments due and owing under the Sentencing Order. Upon completion of such payments, all of Maza's obligations to the Waltzes shall be satisfied.

D. **Resolution of Adversary Proceeding.** Upon execution of this agreement, Maza consents to entry of a judgment in the Adversary Proceeding in substantially the form attached hereto as Exhibit "B" (the "Judgment").

E. **Dismissal of Co-Debtor.** The Judgment shall dismiss any and all claims against Dondra Maza.

F. **Forbearance.** The Waltzes agree to forbear from taking any action to collect on the Judgment for so long as Maza complies with his payment obligations under the Sentencing Order.

G. **Default; Remedies.** Maza's failure to fully and timely comply with any obligation set forth in this Agreement (including the timely making of payments under the Sentencing Order) shall be deemed an Event of Default. Upon the occurrence of an Event of Default, the Waltzes may without any notice to Maza exercise any and all of their rights and remedies against Maza, including but not limited to taking action to enforce the Judgment.

H. **Time is of the Essence.** Time is of the essence of this Agreement.

I. **No Modification.** This Agreement sets forth the entire agreement between the Parties and may not be altered, amended, or modified in any respect except by a writing duly executed by all parties. All earlier understandings, oral agreements and writings are expressly superseded hereby and are of no further force or effect and this Agreement shall be construed so as to merge all prior negotiations into this Agreement.

J. **Headings, Number and Gender:** Headings are used herein for convenience only and shall have no force or effect in the interpretation or construction of this Agreement. As used in this Agreement, the singular shall include the plural, and masculine shall include the feminine and neuter genders.

K. **Counterparts:** This Agreement may be executed in multiple counterparts, including faxed signatures, each of which shall be deemed to be an original.

L. **Attorney's Fees - Action to Enforce Terms of Settlement:** Each party hereby agrees and stipulates that the prevailing party in any action or proceeding arising out of, interpreting, or enforcing this Agreement shall be awarded recovery of the reasonable attorney's fees and costs incurred by such party.

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The Parties herein have executed this Agreement as of the last date shown below:

Terry Waltz
Dated: _____

Candace Waltz
Dated: _____

Armando Maza
Dated: 7-18-16.

Waltz, Plaintiff
MAZA, Defendant

CERTIFICATE OF NOTICE

Date Rcvd: Jul 21, 2011

District/off: 0970-2

User: brennerc
Form ID: pdf005

Page 2 of 2
Total Noticed: 5

Date Rcvd: Jul 21, 2011

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on July 21, 2011 at the address(es) listed below:

ANDREW A. HARNISCH on behalf of Plaintiff Candace Waltz aharnisch@swlaw.com,
docket@swlaw.com;slarson@swlaw.com

TOTAL: 1